

Date 3/21/06 Dealership Incredible KIA Billings, Montana

I agree to sell my dealership at a price of (i) \$1,500,000.00 ^{dt} for the Blue Sky/Good Will plus book value for the remainder of the assets, or on other terms acceptable to Seller, or (ii) at a price and/or on terms reasonably acceptable to Seller.

Assets include but not limited to all returnable parts and accessories, furniture, fixtures, equipment, used and company owned vehicles.

Buyer will buy all or none of used vehicles at an agreed price at time of closing. N/A

The manufacturer may have the right pursuant to its franchise agreement to use the application of a prospective buyer as a basis for exercising its right to purchase the Business. The manufacturer may also solicit the Dealership for purchase. In the event a buyer/applicant provided by Broker makes such application and manufacturer so acts or manufacturer so acts without a buyer/applicant, the Seller shall be responsible to pay Broker a Finder's Fee in the same amount that he would have been responsible to pay Broker had the original buyer/applicant been accepted and the agreement concluded, including manufacture assistance for buyer and seller in trading and/or exchanging franchises, assets and real estate.

Upon the beginning of a management contract or, upon completion and submission of the Buy/Sell to the manufacturer, Seller will advance ten percent (10%) of Finder's Fee to Broker for incurred expenses.

Upon conclusion of the initial one hundred eighty (180) day period, the Term and performance of this agreement shall renew itself every thirty (30) days without future notice to either party, unless the Broker or Seller terminates this agreement by giving the thirty (30) days notice writing to the other party. Broker shall have the exclusive right to assist Seller (i) to advertise for sale and to sell the business, and (ii) otherwise to accomplish the transfer of the Business to a buyer.

I agree to lease the Dealership facility in its entirety for a triple net monthly figure of \$ Assume lease, for a period of term years, or I will sell the property at time of closing for a cash figure of \$ N/A. If real estate is sold, then the finder's fee will be the same percentage as the dealership's fee.

I agree to pay Southwestern Brokerage Company \$ 100,000.00 for the Finder's Fee. The fee is to be paid in cash at time of closing. I also agree to pay the Finder's Fee to Southwestern Brokerage Company if a prospect is procured (by Broker, Seller, or any one else) who is ready, willing and able to purchase, lease, trade or exchange the business within 12 months following the term. Seller will turn over to Broker any prospects he has talked to previous to this agreement. Broker will complete buy/sell with Buyer for one half (1/2) of the regular commission.

The prospect/prospects names are N/A

and include their heirs, executors, administrators, successors, assigns, and investors.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. ANY SUITS, CLAIMS, OR CAUSED OF ACTION ARISING FROM THIS AGREEMENT SHALL BE BROUGHT IN A COURT ONLY IN DALLAS COUNTY, TEXAS AND ALL OBJECTIONS TO VENUE AND PERSONAL JURISDICTION IN SUCH FORUM ARE WAIVED.

SELLER:

